



Hammer Properties NW

Property Management

102 Ohio Street, Bellingham, WA 98225

Phone: 360-739-5712 Fax: 360-738-0828

www.hammerpropertiesnw.com

CLEANING, DAMAGE AND PERFORMANCE DEPOSIT AGREEMENT (Hereinafter referred to as "Deposit")

Address of Rental: _____

Pursuant to RCW 59.18.260 Hammer Properties NW hereby acknowledges receipt of _____ as a Damage, Cleaning and Security Deposit. The deposit is subject to the following terms and conditions:

1. **CLEANING:** Any cleaning that is required after the unit is vacated will be billed at a rate of \$60.00 (Sixty Dollars) per person per hour.
2. **CARPET CLEANING:** Do not clean or hire anyone to clean the carpet. A charge of \$0.25 per square foot (\$90 minimum) will be charged to your deposit for professional carpet cleaning. If necessary, charges in addition to the rate above may be billed for excessive soiling, spotting, stains and deodorizing, and vacuum and litter removal.
3. **DAMAGE:** A charge will be made for the cost of restoring the rental unit to its present condition based on the walkthrough that takes place at the beginning of the tenancy for any damage incurred during this tenancy, normal wear and tear excepted. If the unit is not able to be repaired or the Landlord makes the decision not to have the repair made, and estimated charge will be assessed for the damage.
4. **SECURITY:** Any charges owed by the Tenant for unpaid rent, unpaid utilities, late charges, processing fees, service fees, administration charges shall be charged against the Deposit. In the event the current owner of your unit sells the property, your deposit will be transferred to the new owner minus any outstanding charges to the account.
5. **MAINTENANCE:** (a) Tenants will be charged the cost of repair person's service call at a minimum rate of \$60 per person per hour (minimum one hour), plus materials for any of the following items, but not limited to, that need servicing after the unit is vacant (1) smoke detectors and batteries (items must be in good operating condition and place); (2) light fixtures (fixtures must contain operational bulbs of the proper size and type); (3) TV Cable & couplers and phone lines & couplers (items must be undamaged and operational); and (4) damage to walls, appliances, blinds, etc. (b) Disposing of your garbage that exceeds the weekly/biweekly limit and large items such as furniture, Christmas trees or large boxes. (Sanitary service will not take these items).
6. **KEYS AND POSSESSION:** Until the keys are physically delivered to the Hammer Properties NW office, Tenants are obligated to pay rent for possession of the unit. When keys are returned, the Tenants are effectively saying that they have finished cleaning and moved out.

Initials: _____

Rev.H.3

4/1/2015

After the keys are returned, tenants may not enter their former rental property for any reason without the written consent of Hammer Properties NW. This applies even if tenants have paid for rental days remaining. All keys should be turned in at the same time. We do not read minds and therefore are not responsible for charges (hauling, cleaning, inventory and storage of possessions, etc.) resulting from uncoordinated returning of keys. For example, if all keys are recorded as turned in (even by just one roommate), tenancy has ended for all roommates, unless prearranged otherwise in writing with Hammer Properties NW. Personal property found on the premises after this time will be dealt with as per State Law, and appropriate charges will be withheld from the deposit. We consider early move out and key return as the Tenants' choice and convenience. Once keys are returned, paid rent balances are forfeited unless a new tenant also pays rent for the same time period. In that case, appropriate refunds will be issued. Fifteen dollars (\$15) will be charged for each key not returned. In addition, Tenant will be charged the cost associated with the rekeying of all apartment exterior door locks.

7. **LOCKOUTS:** If a Tenant is locked out of a unit during business hours, a key can be checked out at Hammer Properties NW office. (Two forms of positive identification will be required.) If Tenant cannot get to our office due to lack of transportation or other means or the lockout has occurred after hours, tenants will be charged a minimum service call of \$100 for unlocking a unit. Payment and positive identification are required before admittance. Once the key bearer is dispatched, the charge is in effect, even if a roommate shows up and admits a lockout Tenant or another key is located. This charge, if unpaid, will be applied against the Deposit. Tenant has the option to call a locksmith if needed at the tenant's own expense.
8. **ROOMMATE PARTNERSHIPS:** When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors and guests. Hammer Properties NW does not mediate disputes between roommates.
9. **GARBAGE:** Garbage service is limited to what is stated on the Lease Agreement. Weekly allowances, if not used, do not accrue for later use. Tenant agrees to dispose of their ordinary household trash by placing it into the trash receptacle provided by the Landlord. Any debris or discarded items on or about the premises will be removed at the Tenant's own expense. Excessive garbage, such as at move-out and move-in time and the holiday season, must be hauled away by the tenants at their own expense (Sanitary Service has a drop station at its office on Roeder Ave.) Charges caused by noncompliance with this rule, including billing and administrative fees, may be held against the deposit. At move-out time, tenants are responsible for moving garbage to the dumpster. For tenants who have individual can service, the cans must be emptied prior to move out. A charge for a special pickup will be assessed on the day of move out for any items left in the can or recyclable bins. Failure to do so will result in charges. We highly recommend recycling. It saves money and benefits our environment. For those who have individual can service, the cans must be placed out the day of service and must be returned back near the house (or in the garage, if applicable) the same day. **DO NOT LEAVE YOUR CANS OUT** by the road. Failure to comply will result in a fine as stated in the Lease Agreement for non-compliance.
10. **MAINTENANCE:** Maintenance is not solely the Landlord's responsibility. It is shared between the Landlord and the Tenants. Tenants must minimize maintenance problems with proper respect and operation of all systems. Although the Landlord repairs normal wear and tear items, the adage "you broke it you fix it" applies to the Tenant(s) and it applies during tenancy as well as at the end of tenancy. In addition, if a Tenant calls for maintenance for which no such maintenance is needed (false call), Tenant will be charged for the service call. For all maintenance requests, call the office. You may be asked to submit request in writing. Any dangerous conditions associated with the premises must be submitted in writing. Hammer Properties NW uses State Law as a guideline for prioritizing repairs and both Hammer Properties NW and State Law recognize that several conditions or heavy schedules may, at times delay response time. Maintenance items requiring communication with the Landlord may

also be delayed. The Landlord makes the final decision regarding routine maintenance, long-term maintenance and the general condition of the rental unit. Hammer Properties NW works for the owner and must abide by the owner's decision; however, we do advise owners of tenant's rights on qualified items. Low-priority items or special requests are subject to "last on the list" status. Tenant requests for maintenance or improvements are to be submitted in writing, detailing the requested work and volunteer labor or capital the Tenant is willing to provide. See Lease Agreement for more information regarding maintenance.

- 11. PAINTING:** Tenant is not allowed to paint any room without prior written consent of landlord. Tenant will be charged to repaint the unit if walls and ceiling have excessive smoke, soot due to candles/incense, dirt, hole damage, scuffs, etc. and any/or all damage not recorded on the Condition Check-In form and not returned within three (3) days to the Landlord's office.

Additional Information regarding your Deposit:

- (a) All plants are to have containers under them to catch excess water. Any damage resulting from the failure to provide such protection will be charged to the Tenant.
 - (b) All burnt out light bulbs must be replaced with ones similar to those originally provided. If they are not replaced, your deposit will be charged the actual cost to replace or a minimum charge of \$4.00 per bulb, whichever is higher, plus the minimum of one hour labor charge for installation.
 - (c) No decals may be placed on appliances, furniture, windows, doors and so forth. Tenant's deposit will be charged the cost to remove such items upon vacating the Premises.
 - (d) Tenant should not leave any water running. Tenants are requested to report any leaky faucets, running toilets, etc., otherwise the tenant will be required to pay for the resulting damage.
 - (e) Pianos, davenports, and all heavy furniture must be placed on protective mats or cups so as not to damage the rug or floor. Any damage resulting from the failure to provide such protection will be charged to the tenant.
 - (f) Nails, screws and decorative hooks are to be kept at a reasonable minimum. They must be removed prior to vacating and all holes must be patched in an acceptable manner. The walls or interior surfaces may not be excessively marked or marred. The tenant may not paint any walls or interior surfaces without written consent of the landlord. Scotch tape or double faced tape shall not be used to hang pictures or posters since these items create excessive marks on the walls.
 - (g) Landlord warrants that a unit's sewage drains are in good working order and that they will accept normal household waste for which they are designed. They will not accept things such as diapers, sanitary napkins, tampons, wads of toilet paper, balls of hair, grease, oil, table scraps, clothes, dirt, rock or newspapers. Tenant agrees to pay for clearing of drains or any and all stoppage and any additional damage/repair costs to landlord, except those which the plumber who is called to clear the stoppage, will attest in writing were caused by defective plumbing.
 - (h) Tenant is responsible for any windows that become cracked or broken in the unit during occupancy.
- 12. REFUND:** The landlord agrees to refund any money due to the tenant(s), subject to the above mentioned terms, within fourteen (14) days after termination, together with a statement for any funds withheld. Deposits will be refunded to the Lessee Representative whose responsibility it will be to return the prorated security deposit to each individual tenant. The deposit will be refunded by issuing one check to the Lessee Representative, no matter who did or did not pay.
- 13. RENT:** Rent will be charged through noon of the day the keys are returned to the office.
- 14. DEPOSITS:** The funds paid as this deposit by the tenant may not be used as a credit towards rent. The funds are paid to the landlord for the purposes herein contained and for no other reason. The deposit remains in tact until the unit is vacated and all keys have been returned to the landlord. The deposit is held at Peoples Bank located at 1333 Cornwall Ave, Bellingham WA 98225. Any interest earned on the deposit shall be the property of the landlord.

- 15. PETS:** Pets are not permitted except with a written Pet Agreement and an additional security deposit. Pet charges for pet occupancy are not part of this deposit as defined herein.
- 16.** All inspections, re-inspections and supervision of cleaning and repairs will be charged at a rate of \$60.00 per hour. The tenant acknowledges that he/she has read all pages of this Agreement and received a copy of the agreement and the Lease Agreement and agrees to the terms thereof.

Tenant: _____ Date _____

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Tenant: _____ Date _____

Hammer Properties NW Property Manager

Date

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Rev.H.3

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